SWAYORS DAILY TRIBUNE WESNESDAY, NOVEMBER 18, 1857.

suisance abated. In his Honor's communication to the

ensance abatcd. In his Honor's communication to the Board, transmitting the papers called for, he said:

As this subject appears to have attracted some attention in the Common Council, they to state that, so far as the arrangement of the season of the se

were famished the Committee, with the letter of his Honor given above. They embraced two letters from the Street Commissioner, James Furey, who had been solicited to give an opinion as to the probable cost of raising the wreck, and whether the city should have her removed. This distinguished gentleman, whose opicion as to the powers of the city government, and the cost of raising wrecked vessels, must be sound and legal, told his Honor that it would cost at least \$10,000, and that the city should undoubtedly raise the wreck immediately. In all probability his Honor told him to say just what he did.

wy just what he did.

Next comes a letter from Wood's distinguished friend, Walter R Jones, the person who Wood desired should be chosen to make a private settlement of his

should be chosen to make a private settlement of his frauds upon Marvine:

OFFICE OF W. R. JONES, Insurance Broker, 90 Wall-st., 1 Mew. Furnamer Policy 1 Meyer of the City of New-York. 1 Mew. Furnamer Wood, Mayor of the City of New-York in Park Sins: I understand various merchants and others. residing max Sins: I understand various merchants and others. residing and Catharise firects, have peditioned to your Honor for the immediate removal of the burned and sunken slip Joseph Walker, now lying sunk in Dover street slip.

Your Honor is probably not aware of the fact that this holk, with her cargo, consisting of gra'n in bulk, principally, together with cotton, flour, &c., has laid there for some twenty months, dering which time four different parties have endeavored to raise and remove the same out of the city limits. I think the city authorities should cause the prompt removal of this value, as the same is a missance to the city, and besides, a very great dotriment to the public convenience of our great shipping interest; the bulk as it now lays in the slip, preventing other vessels getting dock bertin, which is very much needed in the lower part of the city, drawen friends engaged in the shipping bust-

setting dock berths, which is very
part of the city.
At the request of several friends engaged in the shipping business in that vicinity, I desire to call your Hobor's attention to
this subject, and hope your official business engagements will
not prevent you giving this subject your prompt attention.

Very respectfully, your obedient servant, JONES,
WALTER R JONES,

not prevent you giving this subject your promps, stention.

The following is the Mayor's reply to this letter:

Mayor's Orvice, New-York, April 25, 1955

Walter R. Jones, esq.—Dear Sir. In reply to your note of the 2th I beg to advise that I have determined upon the remoral of the wreck of the ship Joseph Walker, and have contend with the Comptroller and Commissioner of Sirects for this jurpose, who concur with me that the public interests receive its removal forthwith. You will please reply at what sum was will undertake this matter, and how long you think it can be secomplished in. Your immediate answer so solicited. Yesy respectfully, &c., FERNANDO WOOD, Mayor.

Then comes another letter from Jones:

Office of Walter R. Jones, Insurance Broker, the No. 20 Wall street, New-York, April 27, 1855.

Hes. FERNANDO WOOD, Mayor of the City of New York
Dear Siz: In answer to your note of the 26th (pesterday), I will agree to have the ship Joseph Walker, now burned and such at Rocewelt street, raised, floated and taken away from its stip within a reasonable time for the sum of \$13,000, cash; syment to be made as the work progresses; for the faithful seformance of the work, under this communication to you, I still give good security, to be approved by you.

If my proposition is accepted, any lieu or lieus on the vessel and cargo for salvage thereon, in addition to the above sum to be paid by the city, is to belong to the party or parties raising and removing the vessel. I think the job may be accomplished in sixty days. Inclosed please find my extimate.

Your obedient servant, WALTER R. JONES.

The next morning his Honor sends the following re-

The next morning his Honor sends the following re-

ply, accepting Jones's proposition:

Mayon's Oprice, New York, April 23, 1355.

W. R. JONES, ESQ.—Dear Sir: Your favor of the 28th test, is recived. I comply with your proposition for raising the wreak of the ship Joseph Waller for \$18.000, payments to be male as desired, provided satisfactory bonds be given by you. You will please commence operations at once, and for that purpose have authority to remove, or order the removal, of any obstructions which may offer to prevent.

Your respectfulty, FERNANDO WOOD.

A copy of the bond which Jones gave for the security that he would carform the contract, was also among

ty that he would perform the contract, was also among the papers the Mayor sent to the Board. The securities were A. B. Van Olinda and Robert L. Lane. These parties, together with Jones, were bound only in the sum of eight thousand dollars; though Jones drew on the Treasury about the time the boad was for \$9 000, and received, as before stated, gives, for \$9,000, and received, as before stated, \$7,500. The estimate alluded to amounted to just

But Jones and his Honor seem to have omitted an important part of the agreement, so far. It was supposed that the city might have claims upon the owners of the ship for the cost incurred in removing her, and if so, Jones and his Honor-for there is little coubt they were partners in the plunder-wanted to have assigned ses all the rights that might accrue to the city, and thus in addition to the \$13,000, and the lieus for salvage, they thought, no doubt, that a few additional thousand dollars would be realized. Hence, Jones seein addressed his Honer, on the same day, as follows:

again addressed his Honer, on the same day, as follows:
OFFICE OF WALTER R. JONES, Ins. BROKE, 39 Wall st.
NEW YORK, April 37. 1853.
Hes. Fernand Wood, Mayor of the City of New York:
Dear Siz: In addition to my proposition of even date herewith, in reference to the raising and removal of the ship Joseph Walker, any and all rights which the city authorities may have mader the statutes of this State, for rein bursements, as to the expense of removal of said ship and cargo, to be, as to said ship and cargo, walved, and the claim or claims under the laws of this State, on the part of the dity, against the owner or owners of said ship and cargo, or any part thereof, is to be duly act over and assigned to me, the rame to revert to my sole use, benefit
Truly yours.

Walter R. JONES.

The following resolution of the Commissioners of Health, proposed by the Mayor, was among the pa pers sent to the Board of Aldermen by his Honor:
Resired, That the Mayor, as President of this Board, be authorised to proceed at once for the removal of said vessel and became, without delay, acting in conjunction with the Street Commissioner and Controller.

There were also two or three other proposals to raise the wreck, for sums varying from \$3 500 to \$16,000. The following is the proposal of Charles F. Barnes, the person who actually did raise and remove the wreck for Jones, and who was fully competent to perform work of this kind:

NEW-YORK, April 28 1855.

To the Maye, Aidermen or Corporation of the City of Sew

To the Maye. Aldermen or Corporation of the City of Sew-York:

I hereby propose to raise and remove the hulk of the ship Joseph Walker (which was bornt and sunk under water, between Jers Nos. 28 and 29 East River, near the Boosevell street Ferry, some time since) for the sum of three thousand five hundred dollars (3,699) within the space of sixty days; provided said Corporation will give me such authority so to do, and a privilege of sillowing the ship to lay in the middle of the slip, with her head up to the bulkhead, so that I can discharge has, provided I can make arrangements with the owners, agents and singer so to do, or repair her, my paying for the use of said slip at the usual rates. The Corporation to pay me said sum as soon as I do as above. This will allow vessels to come up at the plers on either side, to load and discharge, and will not interfere with any one.

We have now alluded to all the documents furnished We have now alluded to all the documents furnished

the Board by his Honor, in pursuance of the resolution

referred to.

Barns did not know that Jones was to get any morey from the city for raising the wreck. Under them circumstances he entered into an agreement with Jones to raise and remove her for 50 per cent on the net sales of the hull and materials attached to her, and 62] per cent upon the net sales of the cargo which might be saved, after being sold at auction as soon as discharged. If the owners of the pier or slip where the wreck lay gave anything for her removal, Jones and Barnes were to share is equally; and if the owners of the vessel, or Underwriters, were legally liable for any wharfege, each of the parties were to pay the one-half of such liabilities. Barns was to remove the wreck in ninety days, and Jones was to dispose of that which had any value, and be allowed two and half per cent as a commission, and the rest of the proceeds were to be divided as above stated. Such was the agreement between these parties, with the approbation of the Mayor.

It will be seen that the \$13,000 was purely and wholly plunder. The Mayor had assigned to Jone all the right of the city to be reimbursed by the own ers of the ship and cargo for the cost of removal, and Bares had agreed to do all the work for about one half of the value of the property raised. Here was a song sum of about \$10,000 to be pocketed by some one for doing nothing. The Mayor testifies before the Committee that he supposed at the time he made the contract that Jones would sub-contract the job. He knew that Jones had not the capital, nor any of the materials to raise the vessel Why, then, make a contract with Jones - a person who could not perform the work-when another man offered to perform it for about one fourth the sum-and that man the very one who did perform it? What stronger evidence can we have that the fraud was intended, than this? Barns, in his proposal, did not sak the Mayor to assign to him any rights that the city might have to recover the ex pense of removal from the owners; vet his Honor con tracts with Jones, who demands an assignment of the city's claim for reimbursement, and gives him four fimes as much as Barns asks to do the job! If this is an evidence of official honesty and intelligence, we

should like to have a correct definition of what is

meant by rescality is public office. If this is what the friends of Mayor Wood mean when they say they don't este for his mer satile forgeries and frauds, so long as he is an benest Mayor, then we shall know how they defit e honesty in official transactions.

HOW THE THING WAS DONE. We will explain the manner in which the Mayor moved in this matter. He was intimately acquainted with his friend Jones, and knew exactly how to make a proftable bargain with him. Whether Jones or the Mayor first conceived the project is unimportant. We will give both of them the credit of the original conception, if you please. In our explanation of the swindle, we will rely mostly upon the testimony of his

Honor and that of Jones.

The Mayor testifies before the Committee that he eaw, on looking over his complaint book one morning. that somebody had complained of this wreck, and that, soon after, other complaints came to him. In April, he testifies, just before he made the contract with Jones: "I" (his Honor) "received a memorial from many eminent merchants doing business in the vicirity" (of the wiech), "asking to have her removed, etating that she was a nuisance, and prejudicial to ' health." His Honor took a walk and visited the infected district, and on his return sent for Controller Flagg and Street Commissioner Furey, and consulted them, and decided to have the thing done. He swears that Flagg told him that he (the Mayor) was the proper person to have the vessel removed; though Flagg awears, before the same committee, that he has no recollection of ever having told his Honor any such thing. He (the Mayor) then swears that he wrote to several parties, but "particularly" to Mr. Jones, because, as he says, he knew Mr. Jones had great experience in wrecking, and he wanted his opinion, though he had no idea at the time of making a contract with him. He also swears that

the extent of his means the city should not suffer. In the face of Barns's proposal to do the work for \$3,500, his Honor swore that Jones's bid was the lowest, and that he was willing to "make good any money the city might lose by any act of his while Mayor, ' in all cases where he assumed the responsibility. In the very face of the fact of his having agreed to assign to Jones all the claims the city might have against the owners for reimbursement; he swears that the city has a valid claim, and that he has not disposed of it to Jones. Jones swears just the reverse, and his testimony seems to be corroborated by the letters he wrote the Mayor, which we have published, and which were a part of Jones's proposition, and a condi

be supposed that Jones would make a sub-arrange-

ment with some one to raise the vessel. He said he

would assume the responsibility, and that when he did

assume the "one man power," he would see that to

tion of the contract. The swindle was planned in this wise: - A spuriou and fraudulent "memorial" was prepared by some-body, we don't say who, at this time. This memorial was exhibited to Col. Ming, the Mayor's chief clerk, and it was probably seen by the Street Commissioner, as Col. Ming awears that it was given into the hands of that individual, and afterward returned to the Mayor's office. It was enough that Col Ming, the chief clerk to his Honor, and Street Commissioner Furey, had once seen such a document, and that the chief clerk had read it and filed it in its proper place Some scoundrel must have stolen this important document from among the other papers on the same sub ject, where Col. Ming placed it. But if the paper was genuine one, actually prepared and signed by "many emipent merchants doing business in the vicinity "the wrecked vessel," and whose health was so much in danger, in consequence of the pestilential nuisance, to one would desire to steal it from the Mayor's office-Of what are would a genuine document of this character be to any one outside the Mayor's office? But if it was a forged memorial, got up to justify an illegal contract by which the city would be swindled out of \$13,000, then, in case of an investigation of the swindle, it would have been a very important document, and there was at least one person who would have been delighted to hear that the document was missing, lost, mislaid, or any other disposition made of it, so that it never would get before an investigating committee But why suppose it was not a genuine document, actually received by his Honor, and not got up to suit a contingency that might arise? One reason for not so supposing is, that the Committee, when they found they could not see the document, endeavored to find some ore of the "many eminent merchants" whose names the Mayor swore were appended to it, and who had eloquently urged him to remove the pestilential wreck from their neighborhood. But not one of them could be found. Is it reasonable to suppose that they, too, had been "lost" or "mislaid," or got in the wrong pigeon-hole? They who had April, being quite ous body-merchants in high standing-must have all died or left the neighborhood, abandoned their business before the vescel was raised, or within the short period of about ninety days. At all events, they could not be found. Aithough the public mind was much excited while the investigation was proceeding, and the press related the fact that the memorial had been lost or mislaid, not one of these "eminent merchants" informed the Committee that his name was appended to the memorial. His Honor said he would search for the document, but he has searched to no purpose. We feel convinced that the decument will never see the light. May it not be of the same character as his Honor's bill of sale of the bark John W. Cater, and the T. O. Larkin letter exhibited to his friend Marvine, and which s half dozen respectable men swore they once saw, but which were never produced in Court when they would have been useful in exposing fraud. No human eye will ever see those documents again; they served to purpose, the same as the memorial of "eminent mer-

Where are these "eminent" men? Harvey Loomis, connected with the firm of Eggleston & Battelle, iron marchants, doing business in South street, in the vicinity of the wreck, testified that he had done business there for fourteen years, and that he had heard the wreck frequently spoken of, and thought she was an obstruction to commerce, and very properly thought she ought to be removed on that ground; but he had never supposed that she was prejudicial to health, nor ever heard that she was in ill the conversations he had about her. Of course he was not one of the "eminent merchants" who had signed the memorial

chants," and then di appeared. But this disappear-

ance of a paper is not ha'f so unaccountable and mys-

terious as the sudden departure of al who signed it.

Henry Babbidge testified that he was a merchant, doing business at No. 168 South street, directly oppoeite the wrecked vessel, and had done business ther many years. He certainly was not one of the "eminent merchants" who signed the lost me norial, as te swore that he had never heard or believed that the wreck injured or endangered any one's health N & a ingle one of the Mayor's "eminent merchants" could be found. It is strange that he could not recollect the come of a single one of them, or that his frierd Jones ould not have found one of them, just to show there had been a genuine memorial or petition, as represent-

ed by his Honor. There was a great hurry to get the money from the Treasury. Jones did not seem to be so anxious on this point as somebody else. The Street-Commissioner, s ho drew the requisitions for the money, swears that Jones did not ask him to draw the first one for \$4,000. But at where solicitation he did d aw we leave for inference. Many will, doubtless, suppose that his Honor was more desirous to have the money drawn, than Jones, to whom by the contract it belonged.

We give the testimony of Capt. Lewis, who had made an agreement with a Mr Bell, who had a contract with the underwriters for raising the vessel. Capt. Lewis purchased the one half of Bell's contract. and commerced earnestly in the month of April, a few weeks before the Mayor contracted with his friend Jones, to raise the yessel, and continued until he was driven away by the order of the Mayor. The Captain called on the Mayor for explanation. He desired to

see the contract with Jones, but was finally refused the

privilege: Q. In your interviews with the Major, did you tell him that you had expended a large amount of money, and had become line for large sums? A Yes, Sir, and that I had su cosside in removing her from her very had position, from the end of the slip, and could have raised her in a very few days, and discharge the cargo.

removing her from her very bad position, from the end of the slip, and could have raised her in a very few days, and discharged the cargo.

Q. Did you inform the Mayor that you should hold the city responsible? A. I don't know that I did, but I told him I wanted to find the party, whom I cui'd hold responsible, and, for that reason I wished to get the papers.

Q. Do you believe on your cath, you would have had that vessel raise at all discharged by this time. If you had not been dispossessed? A. I have no earthy doubt, but that by the 15th of time, the vessel would have been raised and the cargo taken out and sold; every intelligent man to whom I have exhibited the plan, has confirmed it, by admitting its feasibility. I used nature not art; I have no more doubt that I would have accomplished this than that the son will rise to morrow; I have raised more than fifty ressels in this harbor, from the bottom of the river; when I was dispossessed, more than seven-sighths of the work in raising the vessel was done; I never undertook to raise a vessel but what I succeeded; I raised the Swallow, at Cathell and she was heavier than this; when I was dispossessed not one thousand dollars would have been necessary to complete the entire job of raising her, discharging her, and finishing the whole proceeding; discharging her was a part of my contract; I was to raise her, discharging her, and finishing the windless and one of the chains, and other articles, to clear her as a week &c.

Q. Was your contract in the shape of salvage, or a sertain

windless and one of her chains, and other articles, to clear her as a week &c.

Q. Was your contract in the shape of salvage, or a sertain amount of money? A My remuneration was to be salvage, which was agreed upon, both as to cargo and to vased.

Q. If you had succeeded, not one cent could have been called for from the city. A. No. Sir; I never expected it: I never feit more agrieved in my life than when I was thus robbed of my hard earnings.

and earnings.

Q. About what amount are you the sufferer, as the matter ow stands? A. As near as I can estimate, it is six thousand

dollars.

Q. Do you intend to make any effort to collect that air thousand dellars from the parties who disposeessed you? A. Yes, Sir; and I mean to get all the vessel and cargo was worth when she was taken from me; I am able to carry on suit.

It was under these circumstances that the city was

plundered. The vessel, no doubt, would have been raised in a few days, or weeks, at the farthest. Jones, erce to say that the Mayor believed that if he cid not hurry up the contract, the chance of plunder was lost, and the versel would be removed. He visited the wreck, he tells us, in April. The captain was at that time fast progressing with the job. Jones had been there also, and saw the progress made. There was no time to be lost. His honor returned from the wreck to his office, and Jones wrote him at once, calling his attention to the subject. His honor promptly replies, the contract is made, and before the Health Commis sioners could be convexed to sanction the swindle, they had \$4 000 out of the city treasury, and poor Capt. who had raised more than fifty wrecked vessels, Lewis, and never failed, was forcibly dispossessed, and lost all Citizens of New York, this is the whole story, as briefly told as is compatible with a proper understanding of the subject. The whole testimony, and all the papers connected with the case, are published in document No. 38 of the Board of Aldermen Oct. 11, 1855, a few months after his Honor first became Mayor. We have made no statement which is not warranted by the testimony and the papers connected with the subject, published by authority. We leave you to say whether it is true that, though plain Fernando Wood may have been a swindler in mercantile life, Mayor Wood has guarded the City Treasury with praise worthy vigilance; whether an admitted villain in his business transactions, before he was elected, has been an honest man and a good Mayor since. His Honor said to the Committee, and to the Board of Aldermen: ' I did the thing as it is called," and I must assume the responsibility. We have told you how he "die the thing," and will you not hold him responsible

than plunder, robbery of the City Treasury! Why Mayor Wood went into the Police Commission.

He "did the thing," and it can be called nothing else

BROTHER BEN" AMONG THE GLASS BALLOT BOXES.

Charge of Fraud and Constructive Perjury Against the Mayor.

Judge Davies on Monday granted an injunction sgainet the Mayor and other officers of the city, restraining them from paying any money, under a con-tract made by the Board of Police Commissioners with S. C. JOLLIE, for the glass ballot-boxes that were used at the late election. The application was made by Judge WHITING, on behalf of JAMES HOR-NER, a citizen and tax payer, who recites the full history of the action taken upon this subject by the Police Commissioners under the new law, which gives them authority to make such a purchase. The confract with Mr. JOLLIE was made on the 12th o August, by Messrs. WOOD, NYE and CHOLWELL, acting as a Committee of the Board, for 4,000 boxes, at fifteen dollars each, making \$60,000 in all, and was substantially confirmed by the Board on the 21st of September, upon motion of Mayor Wood, he voting in the affirmative, together with Messrs. NYE, CHOL-WELL and POWELL. The Board of Supervisors voted to pay for the boxes, and the Mayor resolution, but the Controller refused to draw his warrant for the money, whereupon Mr. Johns applied for a mandamus against the Police Commissioners, which was refused by the Supreme Court on the ground that the charge must be audited by the Supervisors as a County charge. Mr. Horner proceeds to state that there are only

174 Election districts in New-York, and that, allowing ten ballot-boxes for each, only 1,740 would be required which is less than baif the number ordered. He states, also, that at the time the contract was made, it was alleged by Jollie, Fernando Wood and Benja-MIN WOOD, or by one of them with the knowledge and approbation of the others, that Johne had a paten for the boxes, so that no one else could make or supply them, which was entirely untrue, his application or a patent having been desied. He also states that the said boxes, including locks, are not worth more than \$5 each, and can be made, or procured to be made, for about \$4 50, including locks, and at this price afford a large profit, and that the sum of \$15 a piece is more han three times the value thereof; that the defendant Benjamin Wood procured the said boxes to be made at a cost of less than \$5 each, and that he point of fact, was the real party to the said contract, and that the name of the said Jollie was only used a a cover therefor, and that the said Fernando Wood was cognizant of the arrangement between the said Jollic and the said Benjamin Wood, and was in some way to share in the profits of the said contract; that the said Benjamin Wood procured at one place 1.076 of the glass globes to be manufactured, weighing 14,857 pounds, at 18 cents per pound, making \$2,674 26; that he caused the iron work con nected with the said globes to be furnished, but a what price this plaintiff has as yet been unable to ascertain, but the same will not average more than 26 pounds to each globe, which, at four cents per pound for the casting, would amount to one dollar and four cents. The locks therefor, pa'nting of the iron work and putting together, and for felt used, and allowing two do lars and fifty cents for each glass globe, would mount for each box to only four dollars and twenty four cents. And the plaintiff further shows an charges that by the language of the resolution offered in the Board of Supervisors on the 9th day of November, he has reason to, and he does, believe that the said Jellie has sold or transferred, in some way, by assignment or otherwise, all his pretended interest under the said contract, either to the said Fernando Wood or Benjamin Wood, one or both of them, or to some other person for their benefit, or the benefit of on of them, and that the same has been so done with view of covering up in some way the said fraudulent transaction. The plaintiff further alleges that the said contract was a fraudulent one; that the said Fernando Wood is, or was, in some way, either directly or indirectly, interested therein. That he and the said Benjamin either knew, or had reason to know, and believe when the said contract was made, that the said boxes, equal in every respect, could have been precured to be made for about one-third of the price named therefor-Jollie had no patent therefor,

and was not entitled to any; and that the said inven

tion was not patentable by the said JOLLIE; that the

said FERNANDO WOOD knew that his brother was the

real party to the said transaction, and that his name

was purposely concealed to prevent a discovery of the

said fraud. That allowing \$5 apiece for said boxes. and that \$4,000 were wanted, the amount would be but \$20 000, whereas at \$15 a piece the sum of \$60 000 is to be taken out of the City Treasury in fraud thereof and to the great injury of the plaintiff and all other tax-payers of the said city. The plaintiff therefore praye that the said contract, for the frauds hereig alleged, may be set aside and held for naught, and that the said FERNANDO and BENJAMIN WOOD and SAMUEL C. Joi Lie may answer the premises and be restrained from prosecuting either the Board of Police Commissioners, the Mayor, Aldermen and Commonalty of the City of New York, or the Board of Supervisors thereof. for or on account of the said contract, or of any ballot bexes delivered thereunder, until the further order of this Court in the premises.

this Court in the premises.

To the Editor of The N. Y. Tribuse.

Siri: Under the heading of "A Curious Proceeding," one of your reporters yesterday save a condensed statement of an affidavit made before Judge Davies by a person ramed James Herner, and as this affidavit abounds in false are remained to the process of the process of the process of the condense of the condense of the truth, which were devised to injure ma. I ask the privilege of a few lines to characterize it as it deserves.

I therefore say that in all its main statements in relation to the glass ballot boxes, the affidavit of Mr. James Horner is untrue; and that those pritions which have a semblance of the ruth are studiedly disageneous and vicious. It is not true that Mr. Benjamin Wood procured the said boxes to be made, as is sworn to be James Herner. It is not true that Mr. Fernando Wood was in any way cognizant of the interests of the contract. And it is not true that I ever soil my contract to any person whatever. It is true however, that some time after procuring my contract, that being unable to furnish sufficient founds to complete it. I applied to Mr. Benjamin Wood in order to obtain a losn of money to complete the manufacture within the stipulated time, and that the said Mr. B. Wood refused to furnish it, and advised me to apply elsewhere. Some time after making also splication I persuaded Mr. Wood to advance me several large sums of money, all of which were to be paid previous to the 27th of October last. This is the simple characte of a transaction which has been artfully tortured by James Horner and bis advisers into a conspiracy and frand against the city.

I' is not necessary, in view of the early investigation which will give the public the entire facts of the case, for me to add more at present than to conclude by saying, that had it not been for my indebtedness to Mr. B. Wood, I would lang ago have received my pay, and the public would have heard nothing of this "truly curlous proceeding" and most curious affidavit, hed if not

election.

I will add to show the true character of this transaction, that though I am a party to the sait, and the person principally interested, yet that no papers have been served on me, and that only know what has been done through the columns of the public way.

orly know what has been defined in said action, that whenever in the serves ne with any process in this case, that I will prove the fa'sity of his charges, and satisfy the public, as well as himself, that he has been used as a catepaw for the beautiff of publical motkeys.

SAMUEL C. JOLLIE.

New York, Tuesday, Nov. 17, 1837.

## CITY ITEMS.

ACADEMY OF MUSIC. - Owing to the storm on Motday evening, the opera was sparsely attended. Donizetti's "Lucrezia Borgia" was admirably performed throughout. Seldem has Madame La Grange exhibited more intensity of feeling than on Monday evening. while her execution was all that could be wished Madame D'Angri added to her reputation by her ren dition of the part of Oreini. She was in good voice and gave the well-known Brindisi (which was encored in a refited and dignified manner. An introduced aris was also much applauded. The tenor, Bignardi, improves on acquaintance, and interpreted the music in an arlistic manner, infusing into the part considerable dramatic power. Sig Gassier was in good voice, and his efforts liberally rewarded.

This evening, "Rigoletto" will be given.

THE NEW BOWERT PAVING CONTRACT.-While the Mayor affects to be the champion of those out of work, it may be well to call attention to the closing up of avenues to labor, through the willful negligence of the Common Council. Here is certainly an undeniable case:

On the 10th of October last, estimates were opened by the Croton Aqueduct Board, as per advertise ment, for the grading and paving of the New Bowery, b tween Franklin and Chatham squares, with the Belgian blocks, and also for raising the grades and paving the intersecting streets with cobble stones wherever required. The bids were as follows:

ir to the Common Council the same day (10th October, for confirmation. The only action taken on the subject was its reference, in the Councilmen, to the Street Committee, where it has continued to slumber to this time, and wherefore, may be a pertinent inquiry. It the contract had been promptly confirmed, the whole work might have been nearly or quite completed at the beginning of Winter, while at least 200 men would be now employed there, and for two or three weeks to come. As it is, the street will remain unpaved another Winter, to the great discomfort of travelers and pedes trians, and especially to the pecuniary damage of the property holders thereabouts, who have been a sessed largely for the improvement, and who may justly complain of this unwarractable delay. Messrs. Harper & Brothers have already called attention to the subject through the press, but without meeting with any response from the right quarter.

CITY GIRLS FOR THE WEST .- Yesterday afternoon some forty girls left the City for homes in the West, under the patronage of the Children's Aid Society, which has now a branch office in Peter Cooper's Suild. irg, in Third avenue, devoted entirely to girls. Mr. C. C. Tracy, who has taken out so many young boye, went in charge of them. These girls are a sample of a very large class left by the present fluancial revulsion without means of support. There were among them tailoresses, dressmakers, and makers of pens, para sols and shirts. The Society does not purpose to send West many domestics, but to restrict itself principally to that very large and more promising class which has been ergaged in some handicraft depending directly upon trade. There are thousands of seamstresses in the city, who have heretofore been able to earn a comfortable living by taking work home who cannot get work this Wieter, and who, if they remain in the city, must starve, if they have too much spirit-and many of them have—to go to the Alms-House or the street The girls taken out by Mr. Tracy will be provided with comfortable homes, and doubtless before very long find themselves at the head of fami ies. A company of homeless children from the Central Office left the city at the same time under Mr. Tracy's charge.

THE LATE SHOOTING AFFRAY - CRITICAL CONDITION OF THE VICTIM.—Coroner Convery yesterday proceed ed to the New-York Hospital for the purpose of taking the aute mortem examination of Henry Hamilton, the yourg man who was shot in Johnson's driaking saloon, No. 388 Caral street, early on Monday morning by a pistol in the hands of John Maroney, but the sufferer was in such an incoherent state of mind, as not to be able to give an intelligible account of how the dreadful affair occurred. In reply to the question whether he could identify the person who shot him Hamilton at first intinated that he could do so, but immediately afterward appeared to be in doubt in relation to the matter. In consequence of the unsettled state of mind in which the Coroner found Mr. Hamilton, he was compelled to postpone taking his statement. Fortanately, however, for the ends of justice, there are several witnesses who saw Maroney fire the pistol. One of our reporters visited the accused in prison yes terday, and conversed with him in regard to the affair. Maroney confessed to committing the deed, but did no express any periterce in the matter. He said that he had been with the girl about an hour or so before the occurrence, and had wa'ked down Broadway, and assisted her into a car at Barclay street for the purpose of going home. Soon after he heard of her from a friend, and traced her to the saloon in Canal street, where the tragic affair occurred, as has been already repor'ed. The prisoner is closely confined in the City
Prison awaiting the result of his act.
Mr. Hamilton was much better yesterday, having

passed the night quite comfor abiy. Dr. Ray, the atlanding surgeon, has been unable to extract the bullet or buck-shot from the wound, and it is more than probable that they are imbedded beyond reach in the substance of the brain. There is one wound under the orbit of the left eye, and another in the left temple. The surgeon said that brainy matter had exaded from one of the wounds, and if this be the case it shows that the brain must have been considerably lacerated.

The pistol was discharged so close to Hamilton's head as to blacken the entire left side of his face with pow-

During yesterday he was attended by his sisters, one of whom was constartly in attendance upon him. Dr. Hardenbrook and Mr. Ambrose K Hardenbrook, the latter of whom was an intimate friend of Hamilton's, visited the wounded man, and were present at the time the Corener was there. With a view of testing Hamilton's memory, his sister asked him to repeat the Lord's Prayer, which he did, though in a low veire. He was then asked how he got hurt, when he replied that a car ran over him. He was asked who shot him, when he replied that he did not know. His recollection of matters was but momentary. He recognized his frierd Ambrose Hardenbrook and also recognized the Doctor, at whose house he sometime ago was a frequent visitor. His strength seems to be gradually failing and last night he was quite prostrate. There appears to be scarcely a possibility of his recovery.

ANOTHER HAUL OF YELLOW-COVERED LITERA-TURE-ARREST OF THE DEALER -Since the arrest of Ackerman, the notorious publisher of yellow-covered literature, and the confisca ion of his books, the dealers in such publications have been exceedingly shady, and bired apartments where they might carry on their business is remote parts of the city. The half grown boys who infest the botels and steamboat landings, having under their arms a large assortment of obscene books, obtain them from these persons in a sly manner, and as slyly attempt to dispose of them. Occasions ly some of these boys are nabled by the police, and seat to the Penitentiary as vagrants. All attempts to obtain from the retailers the names of the publishers prove futile, and sooner than make known to the autherities the whereabouts of the who'esale dealers, they calmly reet their doom, and patiently serve out their time on the Island.

On or about the middle of September, Mr. William

On or about the middle of September, Mr. William J. Stephens appeared before Justice Flandreau at the Jeffersen Market Police Court, and made the following affidavit, upon which the magisgrate issued his warrant for the apprehension of the party therein accused, and placed it in the bands of Officer Colfax: William L. Stephens of No. 133 West Nineteenth street, being duly avern, says: That one Charles J. Walker, who occupies the back room on the second floor of premises No. 173 Greenwich street, vet ds and sells and keeps at said place, for the purpose of sele, gross, vulgar and obscene books and prints; and that men, bows and others, frequent said place, and receive the said scheren books and rints for the purpose of vending and selling the same about the landings and wharves of said city.

the said cheeme books and prints for the purpose of vending and selling the same about the landings and wharves of said city.

Deponent further says, that said place is the resort of idle, vicious persons, who deal in lewd and obseene books and prints, and that the vending and selling of said books and prints is orientically to good morals and public decency, and prays that he may be arrested and dealt with as the law directs.

The officer repaired to Walker's place, but the accused having got wind of the matter, kept out of the way and could not be found about the city. Officer Colfax made several visits to Walker's place, but at each time with no better success than at first. Thus the matter restd until yesterday, when another visit was made to the place, and the accused apprehended and taken before Justice Davison at the Jefferson Market Police Court. The magistrate held the accused to bail in the sum of \$500, Mr. John H. Tallmadge of No. \$23 Hudson street becoming his surety. Officers Colfax Leighton, Davis and Carry, subsequently visited the establishment of Walker at No. 177 Greenwich steest, under direction of the Court, and removed all the bocks and publications they could find. Walker occupied the back room in the second story and had the place shelved around, the shelves being piled full. Two large dry goods boxes were filled with books and removed to the Court Room, preparatory to being placed in the hands of the Rev. Mr. Warren, police property clerk.

THE RECENT DEATH AT BELLEVUE HOSPITAL .-THE RECENT DEATH AT BELLEVUE HOSPITAL.—
Coroner Cennery held an inquest at Belevue Hospital on the body of Frederick Parland, who died from the effects of injuries, as published in Monday's TRIBUSE. The deceased was a laborer, and formerly worked in a percussion cap manufactory, located in Yorkville. Owing to an explosion in the establishment on the 10th instant the deceased was so fearfully injured that death ensued. The Jury rendered a verdiet of death by "Peritonitis, from perforating wounds accidentally "received in a percussion gus-cap factory at York-"ville." The deceased was 39 years of age, and a native of Germany. native of Germany.

ARREST OF A BURGLAR—RECOVERY OF STOLEN GOODS.—During Sunday evening the store of Hiram Williamson, at No. 173 West street, was burglariously entered by two thieves, who succeeded in convaying away from the premises two or three thousand cigars and a quantity of valuable clothing. From the general appearance the store presented the rext morning, the thieves doubless had a good time, and were in no wire disturbed. They ransacked the premises from one end to the other. The burglars tried their hand at opening the safe, and managed to open the secret spring that concealed the key-bols, but their further efforts to get inside at the strong box proved useless. Cau plaint being made of the burglary at the Station—House, the matter was placed in the hands of Officer Hamblin of the Third Precinct, for investigation. The officer finally succeeded in tracing a quantity of the stelen property to the possession of a man named Willis. Information obtained from Willis led to the arrest of one Albert Gardiner, one of the persons engaged in the burglary. The accused was taken before Alderman McConnell, acting magistrate at the Tombs, who committed him for examination. who committed him for examination.

Death from Scalds.—John Cogan, a child one year old, whose parents reside at No. 197 East Twelfth street, while playing in the room, on the 6th inst., proceeded to the stove on which stood a kettle of boiling water and while the mother was busy at her work, reached up and overturned the kettle. The contents fell upon his body and realded him in a dangerous manner. Death ensued on Monday. Coroner Perry held an inquest, and the Jury rendered a verdict of death by scalds accidentally received.

FOUND DROWNED -The body of an unknow FOUND DROWNED—The body of an unknown woman, apparently about 26 years of age, was found floating in the water foot of Catharine slip, East River. Coroner Connery held an inquest. No marks of violence were discernible on the bedy, and the Jury rendered a verdict of death by drowning. The deceased had on a dark figured dress, check apron, Canton flannel and white muslin undergarments, white stockings and India-rubber shoes.

PURDY'S NATIONAL THEATER. - To-night,

PTRDY'S NATIONAL THEATER, To be included in the same at the favorite Thee'er, to which we would call the particular attention of the reader, viz: The astional drama of "Beels and Tories," the Society of the order of Scotland;" the burlesque of "Dameo and Pythio," and the comedy of the "Yankee Heireas," with the "American Accobate" in "Two Scenes" (after the first and second pieces; of their immense feats. [Advertisemet ] A STILL FURTHER DECLINE IN PRICES .- We

A STILL FURTHER DECLINE IN PRICES.—We have sgain to amounce a sail further decline in the prices of DRY Goods at the House of Mastr Chas Heard & Co., No. Soi Grard at Singular as the assertion may appear, it is nevertheless true. The determination to close out the entire stock at the excitest mement, without result to cost, is straining evident is every department. Rish Sike, Shawis, Cloake, Velvots Merinces, Parametra, Muslim de Laines, Linnis, Cottons, Mannets, and all other goods that form this extensive stock, does not realize 69 per cent on the original cost, a sacrifice as disasteful to the proprietors as it is advantage out to prohabers. Still it is a matter of necessity, and is submitted to with becoming grace.

## BROOKLYN ITEMS.

BOARD OF EDUCATION .- Two vacancies having occurred in this body, by the resignation of Judge Copland and Dr. Dillirgham, the Common Council on Monday evening proceeded to fill them up. The School Committee recommended the names of ex-Mayor Lambert and R. C. Brainard, late Corporation Coursel. Ald. Delvecchio moved to substitute for Mr. Lambert Mr. H. McClosky, editor of The Brooklyn Eagle. The motion was lost by 15 to 13 Ald. D. then moved to substitute Mr. McClocky for Mr. Brainard. This was also lost, by 20 to 8.

RIVER PIRATES .- On Tuesday night a number of river thieves boarded the schooler Vermilyes lying at the foot of Parific street, and after driving off those in charge, commenced to carry off the potatoes and wood with which she was loaded. The master of the vessel procured a run, and getting on board with his mer, kept the thieves at a distance until he got the vessel into the stream, where he anchored.

THE BROOKLYN CITY RAILROAD COMPANY.—The Committee on Railreads at the last meeting of the Common Council submitted a report in favor of directing the City Railroad Company to run the case to the full extent of their route can all their lines, and that the Clerk of the Board notify the Company that if this direction is not complied with legal measures will be taken to compel them to comply with the same. The same Committee also reported adverse to various petitions to have the case run all night, but conducted by requesting the Railread Company to run one car on each route as late as one of cock at night. The Reports were ad pted. The same Comoit cells are presented in favor of directing the Brooklyn City inities like whe reported in favor of directing the Brooklyn City inities like who reported in favor of directing the Brooklyn City Railroad Company to construct and operate forthwith the rute motion was laid on the table, and, with the charter, contrast motion was laid on the table, and, with the charter, contrast and special acts relating to the Company, ordered printed and made the special order for next Monday night.

VACANCIES IN THE BOARD OF EDUCATION.—The Common Council at their last meeting selected Edward A. Lambert and Rowell G. Brainard as members of the Board of Education, to fill the vacancies occasioned by the resignation of Edward Copiand and Wm. S. Dillingham.

## LAW INTELLIGENCE

CEITED STATES DISTRICT COURT-Nov. II.—Before
Jodge BETTS.

DECISIONS IN ADMIRALTY—LIEN—PLEADING—STATE
LAW—REFERENCE.
William W. Turper et al. ast. The Steamship St. Lawrence.
This case came up on except ions to a Commission—of report. The order of reference was taken by consent of the parties, with the reservation that "any questions of law tenture of the Court." The exceptions amounted to an alegation that the liberant established no right of recovery, and that the report upon the whole case about have been for the claimants.

Held by the Court-That it becomes necessary to examine the pleadings to ascertain what was the subject matter of the reference, the Court not having acted judicially in the preocedits.

reference, the Court not having acted judicially in the pre-ceeding.

That the libel contains to allegation that the supplies, to re-cover the value of which the action is brought, were fermished on the credit of the ship nor that there was any necessity at the time of prouring the supplies for a credit upon the vessel, nor whether she was a fervign or a domestic vessel.

That no cause of action is stated therefore which comes within the cognizance of the Court (Prait agt Reed, 18 How. R. Sci. 382).

within the consistence of the Court (Frait agt Reed, 18 How. R. Sei, 382).
That no regard can be paid, therefore, to any processings between the parties subsequent to the issue made by the pleadings. The only step which could be legitimately taken was to obtain the judament of the Court upon the point of jurisdiction, or to ask its aid to an amendment or reform of the pleadings.

ings
All proceedings following the replication must be set aside
with costs
For ibelants, Messra Williams & Barnard. For claimants,
Messra Beete, Dean & Donohus SEAMEN'S WAGES-VESSEL FORFEITED-PETITION-SUR

Measure Seafe, Dean & Donohus
SEAMEN'S WAGES-VINSEL FORFEITED—PETITION-SUR
PLUS AND REMNANTS.
Louis Clackeri et al. agt. The Bark St. Michael.
This was a libel for seatmen's wages claimed to have been earned on a voyage from Genos to this port. The vessel on her arrival here was seized and forfeited under the revenue laws, condemned and sold. This claim was not brought before the Court at the time of the condemnation, but the libelants, using their libel by way of petition, seek to have their claim satisfied out of the proceeds by order of the Court through its adjustment of the condemnation, but the libelants, mains their libel by way of petition, seek to have their claim satisfied out of the proceeds by order of the Court through its adjustment process.

Held by the Courts That the application cannot prevail in this form. It must be assumed that the vessel has been rightfully condemned and there is no proof or even allegation that the interest and rights of the crew were not involved in the forfeiture. There is nothing, therefore, to warrant the presumption that the petitioners, as part of the ship's company were exempt from all guitty complicity in the offense.

Puttion denied, with leave to renew it.

For petitioners, Mr. Godfrey: for claimants, Mr. McKoon.

BOTTOMEY—PREIGHT—ROUND VOYAGE.

James D Fish et al. agt The bark George Thomas and her freight
This was a libel upon bottomy bond. The vascel

This was a libel upon bottomry bond. The vessel selled from Boston, bound thence to Havana there to discharge ber outward earge, and to go thence to Havana there to discharge ber outward earge, and to go thence to Sayan is Grands for a carge, and thence, to a port in the United States. On her outward veyge she was dismasted and put into Key West for repairs to cover which this bond was given by the master. The vessel on being sold did not bring enough to cover it, and the likelant claims to recover the balance out of the freight manager received on the veyge rund from Havana to the United States, while the claimant insisted that Havana was to be deemed the terminane of the voyage for which the master had power to bind the carge and freight.

the carra and traignt.

Held by the Court—That the vovage was around one from back
Boston to the United States, and the vessel was employed carning freight the entire circuit, and this faculty was one of the intere at hypothecated by the terms of the bond. No cessation of
liability occurred on the vessel's arrival at Havana.

That the libelants were extitled to a decree against the freight
as well as the vessel.

For illelants, Messrs. Schell (Stosson & Hutchins. For claimants, Messrs Beebe, Dean & Donobue.

UNITED STATES CIRCUIT COURT-Nov. 17-Before
Judge Ingersoll.
REVENUE LAW-PAYMENT OF DUTIES UNDER PROTEST

REVENUE LAW—PAYMENT OF DUTIES UNDER PROTEST
—POSSESSION OF GUOUS.

James Brake et al agt. Hemma J. Redfield.

This was a motion to set aside a non-suit. The action was brought to recover back extra duties paid to the defeadant write Collector upon an importation of sugar. The goods were imported about the middle of September and on the 20th of September the duties, according to the invoice, being paid without objection, a permit was given by the Collector, and the goods were received by the plaintiffs—an appraisement of them was made by sample, which is claimed by the plaintiffs to be illegal, and which increased the value of the goods more theat of the provider value. Upon this a penalty of extra duties was imposed by the Collector and paid under protest by the plaintiffs after they had received their goods.

Held by the Court—That to entitle a party to recover beat money pied as duties to a Collector, he must establish three facts. I. That the duties paid were not authorized by law. I. That the refret the time of payment he made a protest, in writing setting forth distinctly and especially the grounds of his objection to the payment; and 3. That the payment was made to enable him to get possession of the seeds on which the duty was imposed. See 10 Peter's R. 137; State, at Large, 777; Maxwell vs. Griswold, 10 How R. 226.)

That the plaintiff falled to establish one of these facts, vizitat the point these extra duties, which he seeks to recover, in order to get possession of his goods, as they were already in his possession.

That the motion therefore must be denied.
For plaintif, Mr. Griswold. For defendant, Mr. KoKeon.

SUPREME COURT-SPECIAL TERM-Nov. 17 .- Before

Diede Rocsevelt.

DECISIONS.

Charles A. Rapallo agt. The Mechanics' Banking Association—Order extending time to make apportishment of the balance of the debts of the Bank among the individual stockholders.

In the matier of the appointment of a trustee of the estate of Mary Noe, deceased—Order appointing A. B. Hance trustee, in place of Abraham Daily, deceased.

Before Judge Peasony.

Horatic H. Johnson et al. agt. Simon Herman et al.—New trial ordered, costs to abide the event.

Monorief allichell, &c., agt. Moses Betman and Hercules E. Gillegan agt. the sam.—Order granted to commits defendant for contempt in violating an injunction.

KINGS COUNTY COURT OF OVER AND TERMINES.—Before Judge Birdseve and Justices Emmons and

—Sefere Judge BIRDSEYE and Justices EMMONS and SCHOONMAKES.

The November term of the Court of Oyer and Termin er was commenced yesterday morning. The list of Orand Justices was called, but a till pannel could not be obtained.

The murder trials were set down for Tuesday next.

The argument on the motion to change the vome in relation to the Long Island Railroad Company, indicted for misdemenor. will take place before Judge Emott of Poughacepte next week.

meanor will take place before Judge Emott or roughand le next week.

The Court then adjourned until this (Wednesday) morning.

COURT OF SPECIAL SESSIONS-Nov. 16 .- Before Judge

The whole number of cases in to-day's calendar was fifty three—thirty-tix prison cases and seventeen ball cases. John Schmidt stole a piece of water repellant cloth, worth \$10, on the 24th of October, on the complaint of John D. Scott, Ne. 28 Murray street, from the possession of Dibbles, Work & Moore. Accused was convicted and seat to the Fenitestiary for six months.

Moore. Accused was convicted and sent to the Fentientiary for six months.

Timothy Mix was caught in the act of stealing, on the 15th of November, twenty oranges, worth 50 cents on the emplaint of William Sweeny, No. 7 Futon street, corner of Front street, from Thomas Griffin. Sent to the Pentientiary

the 15th of November, twenty oranges, worth 30 cents on the completin of William Sweeny, No. 7 footon street, corner of Front street, from Thomas Griffin. Sent to the Penitentiary for six months.

Sarah Brown, colored, stole two silk drames, a crape shawl, a sik mantilla and other property, worth \$25, on the 19th of November, from Alasson Trake. No 28 Moures place. Brooklyn. Property was found in possession of prisoner. Sent to the Penitentiary for four mouths.

Thomas Mahoney was arraigned for stealing, on the 19th of November, thirteen vests, worth \$15, from James Silliman, No. 249 Greenwich street. The property was found with the secured. Sent to the Penitentiary for six months.

Michael Spollman stole a place of calico, worth \$3, on the 19th of November, from Adolph Jacobs, No. 432 Third secure. Sent to the Penitentiary for four months.

Win Jones was caught in the act of stealing, on the 19th of November, a copper hummer worth \$4, from Chas. A. Ractel, greaser on the steamer Eim City, lying at Peck signed to the Penitentiary for a mouths.

John Moran was arraigned for stealing, on the 13th of November, a pair of boots worth \$1.50, from Patrick Buras, No. 97 West Broadway. Sent to the penitentiary for amaths.

Eliza Thomas, colored, was arraigned for assault and battery, on the 17th of October, on Elizabeth Howell, colored, No. 18Thomas atreet Completiant charged the acoused with striking her with a glass bettle, cutting her. Sent to the Penitentiary for 5 months.

Win, Hamilton was arraigned for assault and battery, on the 18th of November, upon his wife Mary of Twelfth street. Defendent was charged with being in the habit of beating his wife, and that he didn't support her. Sentenced to the Penitentiary for 6 months.

Michael O' Brien was arraigned upon two complaints.

Michael O' Brien was arraig

months.

John Hammond, a boy, stole, on the 29th of October, nine barre's worth #2, from William J Underhill, corner el Eighth avenue and Fifty first street, and was sent to the House of Refoge.

Refuge.

Thomas Murphy and Charles St. Clair were caught in the act of steeling, on the 16th of November 75 coats in silver coin from Caroline Doyle. No. 83 Fulton street. Both were caughted and sent to the Fententiary for six mooths cash. One of the prisoners left the Court Room for the City Prison sughing at his sentence.

Will am Delancy stole a table cover, worth \$1, from Meris Mac. No. 28 Market street, and was sent to the Penticality for four mooths.

James Vincent arraigned for assault and battery on Ellen Carrell, No. 5 Weehawken street, was discharged at the

James Vision I arraigned for assault and battery on James Vision I arraigned for assault and battery on James Vision I arraigned at the camplainant.

Charles Lausting was convicted of steading a reticule Charles Lausting was convicted of steading a reticule containing bills and silver coin to the amount of \$19, from Louis Citter Sentence deferred dill Thursday.

Louis Citter Sentence des from the sent to the Penitentiary for four months.

Israel Gardner, colored, stole a saddle and breeching worth \$14 from Geo Fiewellen, No. 29 Fourth street, and was sent to the Fontsodiary for two months.

Aaron Clark, a boy, stole a horse blanket worth \$2, cn the 15th of November, from Philip Sayder, No. 30 Fulton market, and was sent to the House of Refuga.

John F. Farrard arraigned for assault and battery on David Davreport of the Second Police Precinct, was discovered at the request of the complainant.

Frederick Harlot was arraigned for assault and battery on John Tsyor, No. 292 Mott street, and was fined \$18.

The case of Patrick Rush, charged with assault and battery on Janes B. Manny of the Nineteenth Precioc Folice; and Barbara Dolman, charged with stealing a braceles worth \$5. from Anne Winneker, were both acquitted.

The case of Wim. Schuman, charged with assault and battery, was put over to Saurday, the case of Saraey McNamara, Alexander Lynett, Jacob Lavy, and John Harris, charged with assault and battery, was put over to Saurday, the case of Saraey McNamara, Alexander Lynett, Jacob Lavy, and John Harris, charged with assault and battery, were put over to Thursday.

Frederick Winnegam, arraigned for keeping a diacodry house at No. 38 Marion street, with John Mannal, Micky Burns, Mary France Carroll, John Wilder, Patrick Levelock.